

IN THE COURT OF COMMON PLEAS FOR FRANKLIN COUNTY, OHIO
CIVIL DIVISION

MICHAEL WOLFE
112 PEARL ST.
PLEASANTVILLE, OH 43148

PLAINTIFF,

CASE NO: _____

VS.

RICHARD ALBRECHT
916 W. 22ND ST.
KEARNEY, NE 68845

JUDGE: _____

AND

SUNRISE EXPRESS INC
1420 ADA ST.
GRAND ISLAND, NE 68803

AND

SAFE AUTO INSURANCE COMPANY
4 EASTON OVAL
COLUMBUS, OH 43219

AND

CINCINNATI INSURANCE
P.O. BOX 145496
CINCINNATI, OH 45250

DEFENDANTS.

COMPLAINT
(JURY DEMAND ENDORSED HEREON)

COUNT ONE

1. On or about July 30, 2013, Plaintiff, Michael Wolfe, was driving a 2002 Chevy eastbound on I-70 in Franklin County, Ohio, when he was struck forcefully from behind by a

vehicle that had been struck from behind by a semi-truck driven by Defendant, Richard Albrecht, and owned by Defendant, Sunrise Express, Inc., resulting in the damages, injuries and consequences as hereinafter set forth.

2. Defendant, Richard Albrecht, negligently and unlawfully:
 - a. failed to maintain an assured cleared distance ahead;
 - b. failed to maintain control of his vehicle;
 - c. drove at an excessive rate of speed;
 - d. failed to maintain his attention on the roadway ahead;
 - e. caused or permitted to cause his car to strike Plaintiff's car.

3. At the time of the incident described in paragraph one (1), Defendant, Richard Albrecht, was an agent and/or employee of Defendant, Sunrise Express, Inc., acting within the course and scope of his agency and/or employment, as a result of which Defendant, Sunrise Express, Inc., is vicariously liable for said Defendant's actions under the doctrine of *respondeat superior*.

4. Defendant, Sunrise Express, Inc., negligently entrusted possession and use of its vehicle to Defendant, Richard Albrecht, when it knew or should have known that he was so incompetent or inexperienced that it became a dangerous instrumentality in his hands.

5. As a direct and proximate result of the conduct of Defendants, Plaintiff, Michael Wolfe, has:

- a. sustained severe injuries to his nose, cheek, face, head and back;
- b. suffered and will continue to suffer physical pain, mental anguish, and

emotional distress;

- c. required and will continue to require medical care, attention, and treatment, all with resulting expenses;
- d. sustained and will continue to sustain a loss of earnings and earning capacity; and
- e. suffered and will continue to suffer impairment in the use of the affected areas of his body and a reduction in the quality and enjoyment of his life.

Said damages and injuries are permanent.

COUNT TWO

6. For the second claim, Plaintiff, Michael Wolfe, incorporates paragraphs one (1) through five (5) as if fully re-written herein.

7. At the time of the incident described in paragraph one (1), Defendants, Richard Albrecht and Sunrise Express, Inc., may have been uninsured or insured under a policy of automobile liability insurance with liability limits which are insufficient to fully compensate Plaintiff for all of his injuries, damages, harms and losses, as a result of which the Defendants are underinsured.

8. At the time of the incident described in paragraph one (1), Plaintiff was insured under a policy of automobile liability insurance with Defendants, Safe Auto Insurance Company and Cincinnati Insurance, which included uninsured and underinsured motorist coverage which exceeds the coverage available with Defendants, Richard Albrecht and Sunrise Express Inc.'s, policy, as well as medical payments coverage, a copy of which is in the Defendant's possession.

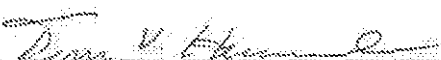
8. Defendants, Safe Auto Insurance Company and Cincinnati Insurance, may claim a

WHEREFORE, Plaintiff, Michael Wolfe, now demands judgment against Defendant, Richard Albrecht, under Count One in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) as compensatory damages, in addition to interest, and his costs incurred herein.

WHEREFORE, Plaintiff, Michael Wolfe, now demands a declaratory judgment against Defendant, Safe Auto Insurance Company, under Count Two requiring it to provide uninsured and underinsured motorist coverage, as well as medical payments coverage, under the terms of his insurance contract with it, in an amount to be determined by a jury, and requests that the Court issue an Order determining the rights and responsibilities of the parties under the contract of insurance.

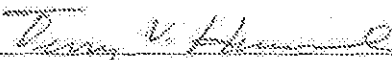
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Respectfully submitted,


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JURY DEMAND

Plaintiff respectfully request that the issues in this Complaint be tried before a jury of at least eight (8) persons.


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